



The BHCG will consist of thirty (30) raised-bed plots (each, a **Plot**), each measuring 4 feet by 12 feet in size. Plot 30 is a restricted mobility raised bed. See attached Operating Rules for accommodations for this Plot. The BHCG will operate as an organic garden and will be surrounded by an 8 foot-high deer fence. If there are more Gardener applicants in a given year than there are Plots available that year, the Plots will be assigned via a lottery system. There is a limitation of one Plot per household, unless there are fewer Gardeners in a given year than there are Plots available. The Committee shall annually reserve one Plot, which a Committee-designated appointee shall maintain. The food proceeds from this plot shall be donated to one or more charities that the Committee approves.

No Gardener may assign or transfer a Plot. If for any reason a Gardener can no longer participate in the BHCG, the Gardener shall notify the Committee as soon as possible. The Committee shall have sole discretion to determine whether to assign such Gardener's Plot to another Applicant or current Gardener for the balance of the applicable year. The undersigned Gardener hereby recognizes and acknowledges that using the BHCG is a privilege. In consideration thereof, the undersigned Gardener and

any guest, employee, contractor, or other person whom such Gardener grants permission to access or work in the BHCG hereby releases and forever discharges the Commission, the Township of Berkeley Heights, and each of their respective members, spouses, heirs, executors, legal representatives, agents, employees, representatives, and assigns (collectively, the **BH Group**) from all manner of legal actions, causes of actions, claims, and demands for damages, including, but not limited to, loss or injury to person or property arising out of or in connection with the BHCG.

The undersigned Gardener further agrees to defend, indemnify, and hold harmless the BH Group from any and all claims, actions, liabilities, losses, damages, or lawsuits arising out of or in connection with the BHCG. The undersigned Gardener further agrees to pay all reasonable attorneys' fees, costs, and expenses necessary that the BH Group incurs to enforce this Application Agreement.

IN WITNESS WHEREOF, the undersigned has entered into this Application Agreement and agrees to be legally bound as of the date first set forth above.

\_\_\_\_\_ **(initial) I acknowledge and have read about the honeybees at the Garden.**

**After the lottery drawing, you will be notified by 1/22/2022 on your application status.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Additional Gardeners of same household:

\_\_\_\_\_  
Name of Additional Gardener (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Additional Gardener (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Additional Gardener (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Additional Gardener (please print)

\_\_\_\_\_  
Signature

## Attachment A

# BHCG Operating Rules

### **I. General Garden Operation**

1. Primary Gardeners must be at least 21 years old.
2. Additional Gardeners of the same household must be at least 13 years old to work in the Garden unsupervised. All gardeners over the age of 17 who will have access to the garden must sign the Application Agreement.
3. Garden operating hours are from dawn to dusk, 7 days a week. The BHCG must remain locked when Gardeners are not present. It is the responsibility of each Gardener to ensure the gate is locked upon exiting the BHCG. Gardeners will receive the lock combination once they have paid in full their annual membership fee.
4. The BHCG's gate lock combination must be kept confidential and only shared with those whose names are listed on the Application Agreement. A violation of this provision is grounds for immediate termination of the Gardener's BHCG's membership, in the Committee's sole discretion.
5. Any water spigots a Gardener (or their agent) turns on while at the BHCG must be turned off before such Gardener or their agent leaves the BHCG.
6. If a Gardener, or their guest or agent, uses a hose, then such Gardener shall be responsible for ensuring that such hose is returned to the spigot post where it belongs, and coiled.
7. Shared tools and equipment may not be removed from the BHCG, and must be properly cleaned and stored in the shed after use. Items a Gardener brings from home are that Gardener's responsibility and should not be left in common areas of the BHCG, including the shed.
8. Parking: Gardeners may park on the road next to the property or in the driveway next to the museum except when the museum is open, which is usually on the third Sunday of the month from 2 to 4 pm, from April to October.
9. Only members of the Watering Committee are authorized users of the watering system. No Gardener shall change or alter the watering times.

### **II. Time Commitments**

10. All Gardeners who are awarded a Plot during a given year are required to attend an informational meeting, the date of which the Committee shall select and determine in its sole discretion. If Gardeners cannot attend such meeting, they must promptly notify the Committee, in advance of this meeting.
11. Gardeners must commit a minimum of 8 hours of volunteer time to BHCG. This includes being active members of a committee as well as completing common area maintenance for the BHCG during their Plot term, on dates and at times to be determined by the Committee. Common-area maintenance includes, but is not limited to: weeding, maintaining compost, mowing lawn, and spreading wood chips.
12. In addition to the minimum 4 volunteer hours, all Gardeners must attend at least one spring and one fall clean up date to maintain the garden and be an active members of at least one committee.
13. Exceptions to the fall and spring clean-up dates or other jobs, due to physical impairments; can be arranged by coordinating with members of the Garden Committee. The Gardener will agree to complete the hours on projects that can meet their physical requirements.

### **III. Gardening Techniques**

14. All Gardeners participating in the BHCG must follow organic gardening techniques. Non-organic fertilizers (such as Miracle-Gro) and pesticides may not be used unless under extraordinary circumstances and only with receipt of Committee approval. The Committee will provide a list of acceptable, pesticides, fertilizers, and mulch in the binder to be stored on-site (On-Site Binder) the BHCG. Any items not listed will require separate Committee approval.
15. A Gardener must plant/use their Plot on or before May 30, 2022. Failure to comply with this provision shall result in such Gardener's forfeiture of such Plot during the applicable year, at the Committee's discretion.

16. Gardeners are responsible for keeping their respective Plots neat by harvesting ripe crops, staking and tying up plants that are growing beyond their bed, and removing weeds and/or fallen crops in and around their bed. As a courtesy to fellow gardeners, gardeners should ensure that the aisles between the beds remain passable in the event that plants spill over the plot boundaries.
17. Gardeners are responsible for laying new wood chips down, and maintaining a weed free path along the perimeter of their bed. This includes the areas that are adjacent to the fence.
18. Wood chips may not be used as mulch in the Plots. Mulching with hay or straw is permitted.
19. Should a Gardener be unable to tend to their plot due to illness or vacation, they must contact the Committee in order to make appropriate arrangements regarding their Plot.
20. Plants that are invasive in nature or illegal are not allowed. A list of prohibited plants will be included in the On-Site Binder. The growth or use of illegal substances is strictly prohibited and will result in the Gardener's immediate expulsion from the BHCG and revocation of their Plot.
21. Temporary plant supports that are no higher than 6 feet are permitted, e.g. tomato cages and trellises. The Committee must approve all other structures.
22. Gardeners are permitted to retain their plot if the application and fees are paid prior to 11/1. Otherwise, plots must be completely cleared out and raked at the end of the gardening season (November 1st). Gardeners must remove all plant debris, weeds, plastic plant tags, and other objects from their Plot on or before such date. If a gardener wants to change their plot location (on 11/1) for the following year, the plot must be clean and cleared, and the application and fees paid. New beds will be selected via lottery on 11/1. The Gardener need not be present.
23. A Gardener must notify the Committee in writing if they are unable to maintain their Plot or no longer choose to have a membership. The application fee will not be refunded once deposited.

#### **IV. Plant Diseases and Pests**

24. Gardeners must immediately report diseases and pests to the Committee. The Committee will provide a fact sheet on identification and treatment of disease to be included in the On-Site Binder. In certain cases, the Committee will provide instructions to treat and/or remove of plants for pest and disease control. Each Gardener shall be responsible for immediately treating plant diseases and pests, whether or not they receive from the Committee such instructions for treatment.
25. Infected plants may not be composted and must be disposed of off-site.

#### **V. Composting and Waste Disposal**

26. Composting discarded plants is encouraged to recycle nutrients. The Committee will provide compost containers.
27. When composting, do not compost diseased plants, tomato fruits, and weeds with seeds, straw, or hay.
28. When composting, shred discarded plants into 3-inch pieces.
29. All non-compostable waste must be taken offsite. **THERE IS NO WASTE DISPOSAL SERVICE AT THE BHCG.** Each Gardener shall be responsible for disposing of his or her waste in such manner.

#### **VI. Good Garden Etiquette**

30. Fostering community pride and unity is one of the goals of the BHCG. All Gardeners must maintain good conduct and civil behavior at all times.
31. No Gardener shall water, touch, or take items from another Gardener's Plot, unless given explicit permission to do so from such other Gardener or from the Committee.
32. Gardeners must refrain from verbally or physically abusive behavior.
33. The use of amplified devices and noise is prohibited.
34. Children under the age of 13 must be supervised by an adult Gardener at all times.
35. Children are not allowed to engage in roughhousing or other behavior that would disturb other Gardeners.
36. Gardeners who are parents or guardians are solely responsible for supervising their children and any children visiting BHCG as

their guest(s). Such Gardeners shall also be responsible for teaching these children the safe use of tools, gardening methods, and garden etiquette.

37. Smoking in and around the BHCG is strictly prohibited. No exceptions.
38. Service animals are the only animals permitted in the BHCG.
39. Grievances: Gardeners should first try to resolve any grievances with fellow Gardeners amongst themselves. If a Gardener is unable to resolve a grievance with a fellow Gardener, he/she may ask the Committee to assist in achieving a resolution.

## **VII. Honeybees**

BHCG has two beehives adjacent to the garden. The hives are in a separate gated area located beyond the compost piles. The opening of the hives face the pond and the 5 foot flight path in front of the hives is gated.

The addition of the hives allows additional pollinators to be introduced in the area and allows BHCG to help preserve and support our declining bee population.

Gardeners agree to waive and release the BHCG and its beekeepers from any and all potential claims for injury, illness, damage or death which the Gardener may have against the BHCG or a beekeeper that might arise out of the Gardener's service and to hold the BHCG and beekeeper harmless there from. This includes any harm that might result from working around or with bees and beehives. Gardeners agree to stay out of the gated beehive area at all times, unless they are an approved bee keeper. Gardeners understand that a bee's flight path is five feet in front of the hive's opening, and this area must be kept clear at all times. Gardeners agree not to bother the bees or the hives in any way.

## **VIII. Compliance**

A Gardener's failure to comply with these Rules (1) may result in forfeiture of that Gardener's Plot, Plot Fee, and Security Deposit and (2) shall preclude such Gardener from being eligible for a Plot in future garden seasons.

## **VIV. Amendments**

The Committee may update, revise, edit, delete, amend, and supplement one or more of these Rules at any time, at the Committee's sole discretion.